

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Viewpoint II, LLC		02/06/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Agent		
Street Address:	2450 Colorado Avenue, Suite 3000W		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3739964	AMERICAN CONTRACTOR	
Registration Number:	3217983	COLONIAL	
Registration Number:	2104366	ESTIMATION	
Registration Number:	3217982	MAXWELL	
Registration Number:	3696739	PROCONTRACTORMX	
Registration Number:	3729865	QUESTMX	
Registration Number:	2785278	STREETSMARTS	
Registration Number:	1363143	THE CONTRACTOR BY MAXWELL	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-863-7198		
Email:	nancy.brougher@goldbergkohn.com		

OP \$215.00 3739964

Correspondent Name: Nancy Brougher, Paralegal
Address Line 1: Goldberg Kohn Ltd.
Address Line 2: 55 East Monroe Street, Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 1989.342

NAME OF SUBMITTER: Nancy Brougher

Signature: /njb/

Date: 02/12/2014

Total Attachments: 6

source=Viewpoint II Trademark Security Agreement#page1.tif
source=Viewpoint II Trademark Security Agreement#page2.tif
source=Viewpoint II Trademark Security Agreement#page3.tif
source=Viewpoint II Trademark Security Agreement#page4.tif
source=Viewpoint II Trademark Security Agreement#page5.tif
source=Viewpoint II Trademark Security Agreement#page6.tif

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "*Agreement*"), dated as of February 6, 2014, is entered into by and between **VIEWPOINT II, LLC**, a Delaware limited liability company (the "*Grantor*") and **WELLS FARGO BANK, NATIONAL ASSOCIATION** (the "*Assignee*"), as Agent pursuant to that certain Guarantee and Collateral Agreement, dated as of February 6, 2014, among the Assignee, Grantor, and the other parties thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "*Guarantee and Collateral Agreement*"), and pursuant to that certain Credit Agreement, dated as of February 4, 2014, among Grantor, Assignee and the Lenders party thereto (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the "*Credit Agreement*").

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor has granted in favor of Assignee a security interest in certain Collateral, including the Trademarks (as defined below) set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by Grantor to Assignee pursuant to the Guarantee and Collateral Agreement, Grantor hereby grants to Assignee a security interest in all of Grantor's right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor's Obligations. For the purposes of this Agreement, "Trademarks" means all of the following to the extent included in the Collateral: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the U.S. Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof.

(b) Schedule A hereto contains a true and accurate list of all of Grantor's United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

(d) Notwithstanding anything contained in this Trademark Security Agreement to the contrary, "Trademarks" shall not include any United States intent-to-use trademark or service mark application to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark application under Federal law; provided, however, after such period, the Grantor acknowledges that such interest in such trademark or service mark application shall be subject to a security interest in favor of Assignee and shall be included in "Trademarks".

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the Guarantee and Collateral Agreement or the amendment provisions of the Credit Agreement. In connection with the foregoing, Grantor authorizes the Assignee, upon consent of Grantor, to modify this Agreement without obtaining Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by Grantor or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest. Grantor additionally agrees to execute such additional agreements or amendments hereto as may be reasonably required and requested in writing by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Recordation

Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Agreement upon request by the Assignee.

4. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

5. Counterparts

This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns

This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[Signature page follows.]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

VIEWPOINT II, LLC

By: Benjamin Ertischek
Name: Benjamin Ertischek
Title: Chief Financial Officer

Address of Grantor:

1515 SE Water Ave #300
Portland, OR 97214
Attention: Ben Ertischek
Facsimile No.: 971-255-4757
E-mail: ben.ertischek@viewpoint.com

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005214 FRAME: 0755

ASSIGNEE:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION,**

as Agent

By: 

Name: *Alex Dyosky*

Title: *Vice President*

Address of Assignee:

Wells Fargo Bank, National Association
2450 Colorado Avenue, Suite 3000W
Santa Monica, CA 90404
Attention: Technology Finance Manager
Facsimile No.: 310-453-7413

Schedule A to TRADEMARK SECURITY AGREEMENT

Registered Trademarks and Trademark Applications

Grantor	Jurisdiction	Registration No.	Registration or Application Date	Registered Owner	Mark
Viewpoint II, LLC	Australia	1306259	February 8, 2010	Maxwell Systems, Inc. ¹	PROCONTRACTORMX
Viewpoint II, LLC	Australia	1306264	November 13, 2009	Maxwell Systems, Inc. ¹	QUESTMX
Viewpoint II, LLC	Canada	TMA834448	October 17, 2012	Maxwell Systems, Inc. ¹	PROCONTRACTORMX
Viewpoint II, LLC	Canada	TMA773685	August 4, 2010	Maxwell Systems, Inc. ¹	QUESTMX
Viewpoint II, LLC	European Community	8387169	March 16, 2010	Maxwell Systems, Inc. ¹	PROCONTRACTORMX
Viewpoint II, LLC	European Community	8408452	March 16, 2010	Maxwell Systems, Inc. ¹	QUESTMX
Viewpoint II, LLC	United States	3739964	January 19, 2010	Maxwell Systems, Inc. ¹	AMERICAN CONTRACTOR
Viewpoint II, LLC	United States	3217983	March 13, 2007	Maxwell Systems, Inc. ¹	COLONIAL
Viewpoint II, LLC	United States	2104366	October 7, 1997	Maxwell Systems, Inc. ¹	ESTIMATION
Viewpoint II, LLC	United States	3217982	March 13, 2007	Maxwell Systems, Inc. ¹	MAXWELL
Viewpoint II, LLC	United States	3696739	October 13, 2009	Maxwell Systems, Inc. ¹	PROCONTRACTORMX
Viewpoint II, LLC	United States	3729865	December 22, 2009	Maxwell Systems, Inc. ¹	QUESTMX
Viewpoint II, LLC	United States	2785278	November 25, 2003	Maxwell Systems, Inc. ¹	STREETSMARTS
Viewpoint II, LLC	United States	1363143	October 1, 1985	Maxwell Systems, Inc. ¹	THE CONTRACTOR BY MAXWELL

¹ These trademarks are currently in the name of Maxwell Systems, Inc. and a certificate of name change will be filed after the Closing Date to reflect Viewpoint II, LLC as owner.